



ENTERED  
07/10/2020

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:  
AMERICAN CROSS-DOCK AND  
STORAGE, LLC**

§  
§  
§

**Case No. 20-32209  
(Chapter 7)**

**AGREED ORDER GRANTING RELIEF FROM AUTOMATIC STAY  
(This Order Resolves Docket # 28)**

CRP/TREP New Decade Owner, L.P. ("Movant") filed a motion for relief from the automatic stay against Bayport North Logistics Center I, 9701 New Decade Drive, Pasadena, Texas 77507, Legal Description: Being a tract or parcel of land containing 5.7700 acres of land or 251,344 square feet, located in the William M. Jones Survey, Abstract 482, Harris County, Texas, Said 5.7700 acre tract being all of a called 5.7700 acre tract of record in the name of 9600 Century, LP, a Texas limited partnership in Harris County Clerk's File (H.C.C.F.) Number 20100324972, said 5.7700 acre tract being out of and a part of Restricted Reserve "C", Block 1 in Bayport North Industrial Park, a subdivision duly of record in Film Code Number 437010 in the Map Records of Harris County (H.C.M.R.), Texas (the "Property" or "Leased Premises").

Movant represented to the Court that it had served the motion in accordance with all applicable rules and provided notice of the hearing. As shown by Debtor(s)' or Debtor(s)' counsel signature below, Debtor(s) have agreed to the requested relief.

Accordingly, it is ordered that Movant is granted leave from the automatic stay to pursue its state law remedies against the Property, including repossession, foreclosure and/or eviction.

Movant is hereby granted relief from the Automatic Stay of 11 U.S.C. § 362(a) to allow the Movant to: (i) take back the Leased Premises in light of Debtor's deemed rejection of the Lease; (ii) permit the Movant to execute new leases with other parties in an effort to mitigate its exposure or damages as a result of Debtor's rejection; (iii) permit the Movant to exercise its rights without further notice to apply the security deposit it possesses against any outstanding liabilities of Debtor under or in respect of the Lease; (iv) permit the Movant to dispose of any personal or other property remaining behind on the Leased Premises now that the Trustee has abandoned the Leased Premises and any personal or other property remaining behind; and (v) permit the Movant to take all such other reasonable steps in respect of the Leased Premises consistent with either re-leasing or selling the Leased Premises and associated property thereto.

The stay imposed by Bankruptcy Rule 4001(a)(3) does not apply.

**Signed:** July 10, 2020

  
Eduardo V. Rodriguez  
United States Bankruptcy Judge

**AGREED AND ENTRY REQUESTED:**

**HUGHES, WATTERS & ASKANASE**

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AMERICAN CROSS-DOCK AND  
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